Current Saniff

#### BEFORE

# THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

DOCKET NO. 2018-95-T - ORDER NO. 2018-35-

JUNE 5, 2018

IN RE: Application of Kelly Moving, Inc. to Amend ) ORDER AMENDING
Tariff ) TARIFF

This matter comes before the Public Service Commission of South Carolina ("Commission") on the Application of Kelly Moving, Inc. ("Kelly Moving," "Applicant" or "Company") to amend the Company's current tariff. Kelly Moving presently holds a Class E Certificate of Public Convenience and Necessity to transport household goods in South Carolina pursuant to the authority granted by this Commission.

Upon receipt of the Application, the Commission's Clerk's Office instructed Kelly Moving, Inc. to publish, one time, a Notice of Filing in newspapers of general circulation in the affected areas of the state. The purpose of the Notice of Filing was to inform interested parties of the Company's Application and of the manner and time in which to file the appropriate pleadings for participation in the proceeding. The Company complied with this instruction and provided the Commission with proof of publication of the Notice of Filing. No protests or petitions to intervene were received.

By its Application Kelly Moving seeks approval to amend certain rates and to make various changes to other charges and terms and conditions of the Company's current tariff.

See Commission Order No. 2003-59259 issued in Docket No. 2003-199-T.

The South Carolina Office of Regulatory Staff (ORS) completed a review of the proposed tariff and submitted its findings to the Commission on May 14, 2018. ORS's Impact Study revealed that Kelly Moving was in compliance with the Commission's rules and regulations at its compliance review on April 13, 2018. Furthermore, ORS advises that Kelly Moving is currently in compliance with all filing and reporting requirements, and no consumer complaints have been filed against the Company within the past twelve months.

Lastly, from the comparison report completed by ORS of the tariff modifications proposed by Kelly Moving to the South Carolina Tariff Bureau's (SCTB) rates, it appears that some of the rates are above the SCTB rates while others are below, where a comparison rate is available. Although certain of the proposed rates are above the SCTB rates, we note that no other parties have filed in opposition to the rates proposed by the Company.

Having considered the Application, the lack of opposition, and the results of the ORS impact study, we conclude that the amended tariff proposed by Kelly Moving is just and reasonable for the Company and its customers. Accordingly, the Company's Application to amend its current tariff should be approved.

#### IT IS THEREFORE ORDERED THAT:

1. The Application of Kelly Moving, Inc. to amend its tariff is approved, subject to compliance with all applicable statutes, rules, and regulations. The approved revised tariff is attached as Order Exhibit 1.

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2. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:

Swain E. Whitfield, Charman

ATTES1:

Comer H. Randall. Vice Chairman

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# Kelly Moving Inc.

SC Household Goods Tariff

#### SECTION 1

Proposed Rates and Charges for Service

## Hourly Rate per hour

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Kelly Moving Inc. office location, and includes the movers estimate return time to the office location.

\$85.00 for two men Each Additional man \$20.00 per man/ per hour

Packing \$65.00 for two men Each Additional man \$20.00 per man/ per hour

Travel more than 100 miles \$40.00 for two men Each Additional man \$20.00 per man/ per hour

#### **Truck Rate**

Kelly Moving Truck \$130.00 per day less than 100 miles More than 100 miles \$130.00 per day plus \$.30 per mile.

Rental Trucks will be used as needed, customer will pay full rental charge.

#### **Fuel**

Based on amount used with a \$10.00 minimum

# Minimum Hourly Charges

Kelly Moving Inc. will operate Monday-Sunday with a two hour minimum charge.

After minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Kelly Moving Inc. will charge the applicable minimum. If customer cancels after Kelly Moving has arrived at location Kelly Moving Inc. will charge the applicable minimum plus truck fee and fuel.

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Kelly Moving Inc.

SC Household Goods Tariff

## **SECTION 2**

# Additional Fees

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items.

Kelly Moving Inc. does not charge for extra pick up and deliveries after initial stop.

The packing rate is the same as the hourly rate listed in Section 1; plus market price of packing materials, including sales tax on the materials.

Kelly Moving Inc. is not responsible for items packed by the customer. All boxes must be properly labeled.

Kelly Moving reserves the right to decline any item to fragile or extremely large to move.

The customer will be charged the rates specified in Section 1 for all waiting time or delay which are not the fault of Kelly Moving Inc.

Moves more than 100 miles will be charged for Expenses.

Food will be charged based on the IRS set price of meal allowance per day per man Hotel will be based off of hotel charges.

Tails will be charged off of toll charges.

Airline tickets will be charged off of airline charges.

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# Kelly Moving Inc.

SC Household Goods Tariff

#### Section 3

Rules and Regulations

Claims

All claims for loss, damage or overcharge must be written and should be attached to a copy of the Bill of Laden.

Claimant must notify carrier of all claims for concealed damage within 30 days of the move. Kelly Moving Inc must be given reasonable opportunity to inspect damaged items.

If damages are caused by our service, Kelly Moving Inc reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to replace or compensate (actual cash value) for the damage. If there is damage notify Kelly Moving Inc immediately a damage report will be completed before they leave. If you discover damages after the move, call the office within 30 days of your move. No damages claim will be honored until the charges for move are paid in full. You will be asked to sign a Release of Liability acknowledging this.

## **Computing Charges**

Kelly Moving Inc rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

Kelly Moving reserves the right to decline any move.

Unpaid Bill of Laden thirty days from the move will incur 10% late fee. Additional 10% will be added every fifteen days past the thirty day mark.

# Items of Particular Value

Kel.y Moving Inc. does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, precious metals or articles manufactured there from. Kelly Moving Inc. will not accept responsibility for safe delivery if they come into Kelly Moving Inc. possession with or without Kelly Moving Inc's knowledge.